

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

TERESA FORTIN, LORENZO
ESTRELLA, and IGNACIO
FIGEROA,

Plaintiffs,

v.

UNITED FOOD & COMMERCIAL
WORKERS, LOCAL NO. 271,

Defendant.

8:07CV405

**MEMORANDUM
AND ORDER**

This matter is before the court on Plaintiff Ignacio Figeroa's ("Figeroa") Letter, which the court liberally construes as a Motion to Voluntarily Dismiss filed pursuant to [Federal Rule of Civil Procedure 41](#). (Filing No. [36](#).) In his Letter, Figeroa "apologizes" and requests that the court "dismiss this case." (*Id.* at CM/ECF p. 1.) Defendant has not objected to the Motion, and the time in which to do so has passed. The Letter, construed as a Motion, is therefore granted and Figeroa's claims are dismissed without prejudice.

The court also notes that the parties were required to submit a proposed order on final pretrial conference no later than May 15, 2009, but failed to do so. (Filing No. [35](#).) As a result, Magistrate Judge Piester entered an Order on May 28, 2009, directing the parties "to submit the proposed final pretrial conference order" no later than June 28, 2009. (*Id.*) The parties were warned that failure to do so may result in dismissal. (*Id.*) The parties have not filed a proposed final pretrial conference order.

IT IS THEREFORE ORDERED that:

1. Plaintiff Ignacio Figeroa's Letter, construed as a Motion for Voluntary

Dismissal (filing no. [36](#)) is granted. Figeroa's claims are dismissed without prejudice.

2. The remaining Plaintiffs' claims are also dismissed without prejudice because these Plaintiffs failed to prosecute this matter diligently and failed to comply with this court's orders.

3. A separate judgment will be entered in accordance with this Memorandum and Order.

4. All other pending motions are denied as moot.

July 23, 2009.

BY THE COURT:

s/ Joseph F. Bataillon
Chief United States District Judge

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